

Notice of Exemption

To:
Office of Planning and Research
[CEQA Submit](#)

From:
Department of Fish and Wildlife
Northern Region
619 Second Street
Eureka, California 95501
Contact: Jessica Ryan



Phone: 707-445-6493

Project Title: Shults Stream Crossing Project (Notification of Lake or Streambed Alteration, No. EPIMS-MEN-54742-R1C)

Project Location (Mendocino): The Project to be completed is located within the Russian River watershed, approximately 9.15 miles southwest of the town of Ukiah, County of Mendocino, State of California. The Project is located in Section 6, Township 13N, Range 12W, Mt. Diablo Base and Meridian; in the Elledge Peak U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 047-010-46; latitude 39.01746 N and longitude 123.22028 W at the stream crossing (SC-4).

Project Description: The California Department of Fish and Wildlife has executed Lake or Streambed Alteration Agreement EPIMS Notification No. EPIMS-MEN-54742-R1C, pursuant to Section 1602 of the Fish and Game Code to Mackenzie Shults.

The Project is limited to one (1) encroachment to upgrade an existing culvert. Work for this encroachment will include excavation, removal of the existing culvert, replacement with a new properly sized culvert, backfilling and compaction of fill, and rock armoring as necessary to minimize erosion.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Person or Public Agency Carrying Out Project: Mackenzie Shults

Exempt Status:

Categorical Exemption. Types – Class 4; California Code of Regulations, title 14, section 15304

Reasons why project is exempt: The Shults Stream Crossing Project (Project) meets the criteria for categorical exemption type Class 4; California Code of Regulations, title 14, section 15304 because the project consists of the minor alteration of private land in the condition of land, water, and/or vegetation that does not involve removal of mature trees.

CDFW Contact Person: DocuSigned by: Jessica Ryan, Environmental Scientist, 707-798-7390, jessica.ryan@wildlife.ca.gov

Signature:  B5D42ECE94324AF... **Date:** 12/10/2024

Rebecca Garwood, Environmental Program Manager

Date received for filing at OPR: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 – NORTHERN REGION
619 2nd Street
Eureka, CA 95501



LAKE OR STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-MEN-54742-R1C
Unnamed Tributaries to Young Creek, Tributary to Feliz Creek,
Tributary to the Russian River and the Pacific Ocean

Mackenzie Shults
Shults Stream Crossing Project (Project)
1 Encroachment

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mackenzie Shults (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on October 11, 2024, that the Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the Permittee agrees to complete the Project in accordance with the Agreement.

PROJECT LOCATION

The Project to be completed is located within the Russian River watershed, approximately 9.15 miles southwest of the town of Ukiah, County of Mendocino, State of California. The Project is located in Section 6, Township 13N, Range 12W, Mt. Diablo Base and Meridian; in the Elledge Peak U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 047-010-46; latitude 39.01746 N and longitude 123.22028 W at the stream crossing (SC-4).

PROJECT DESCRIPTION

This Agreement relies on the Notification materials and a CDFW site visit on June 12, 2024.

The Project is limited to one (1) encroachment to upgrade an existing culvert. Work for this encroachment will include excavation, removal of the existing culvert, replacement with a new properly sized culvert, backfilling and compaction of fill, and rock armoring as necessary to minimize erosion.

Table 1. Project Encroachments with Description

ID	Latitude/Longitude	Description
SC-4	39.01746, -123.22028	Remove existing 12-inch diameter culvert and install new minimum 18-inch diameter culvert.

The Notification also disclosed two groundwater wells that are used for both domestic use and cannabis irrigation. Well 1 is located at 39.01534, -123.22013 and Well 2 at 39.01755, -123.22198.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Chinook Salmon (*Oncorhynchus tshawytscha*), Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), Pacific Lamprey (*Entosphenus tridentata*), Coastal Giant Salamander (*Dicamptodon tenebrosus*), California Newt (*Taricha torosa*), Red-bellied Newt (*T. rivularis*), Foothill Yellow-legged Frog (*Rana boylei*), Northwestern Pond Turtle (*Actinemys marmorata*), amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

Impacts to water quality:

- Increased water temperature;
- Reduced instream flow; and
- Temporary increase in fine sediment transport;

Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

- Direct impacts on benthic organisms;

Impacts to natural flow and effects on habitat structure and process:

- Direct and/or incidental take;
- Indirect impacts;
- Impediment of up- or down-stream migration;
- Water quality degradation; and
- Damage to aquatic habitat and function.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. The Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.4 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.5 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact the Permittee to resolve any conflict.
- 1.6 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.7 CDFW Notification of Work Initiation. The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date.
- 1.8 Agreement Compliance. The proposed work shall comply with all measures included in this Agreement. **Failure to comply with these measures may result in suspension or revocation of this Agreement.**

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2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received on October 11, 2024, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.
- 2.2 Incidental Take. This Agreement does not allow for the "take," or "incidental take" of any federal or State listed threatened or endangered listed species.

Project Timing

- 2.3 Work Period. All work shall be confined to the period **June 1 through October 31** of each year. Work within the active channel of a stream shall be restricted to periods of dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease, and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.4 Work Completion. The proposed work shall be completed prior to the expiration of this Agreement's term. A notice of completed work shall be submitted to CDFW within seven (7) days of work completion for each encroachment. Information to be provided shall include Agreement number, upstream and downstream photos of the work site (taken during and after construction) labeled with the project ID, and a brief description of the work completed.
- 2.5 Extension of the Work Period. If weather conditions permit, and the Permittee wishes to extend the work period before June 1 or after October 31, a written request shall be made to CDFW at least five (5) working days before the proposed work period variance. Written approval (letter or e-mail) for the proposed time extension must be received from CDFW prior to activities beginning before June 1 or continuing past October 31.
- 2.6 Avoidance of Nesting Birds. Fish and Game Code sections 3503 and 3503.5 prohibits the taking or destroying of native bird's nests or eggs. Vegetation maintenance or removal (e.g., clearing and grubbing) shall occur between September 1 and March 15. Removal areas should be managed once cleared to reduce nesting potential during the breeding season.

Vegetation Management

- 2.7 Minimum Vegetation Removal. No native riparian vegetation shall be removed from the bank of the stream, except where authorized by CDFW. Permittee shall

limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the Authorized Activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.

Stream Crossings

- 2.8 Stream Protection. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other deleterious material from project activities shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the stream. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.
- 2.9 Equipment Maintenance. Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants, or hydraulic fluids shall not take place within stream bed, channel, and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment shall not be stored within stream bed, channel, and bank.
- 2.10 Hazardous Spills. If at any time any material which could be hazardous or toxic to aquatic life enters a stream, the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. Permittee shall notify CDFW at 707-445-6493 and consulted regarding clean-up procedures as soon as practicable, but no later than 24 hours after the spill.
- 2.11 Work Prohibition in Wetted Stream. No work is authorized in a wetted stream channel (i.e., where surface or subsurface water is present). All work shall be conducted when the stream is dry.
- 2.12 Excavated Fill. Excavated fill material shall be placed in a stable upland location where it cannot deliver to a stream or wetland. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be contoured to drain water, and compacted to effectively incorporate and stabilize loose material into existing road and/or landing features.
- 2.13 Runoff from Steep Areas. The Permittee shall ensure that runoff (concentrated flow) from steep, erodible surfaces will be slowed and diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water bars shall be placed on dirt roads, heavy equipment tracks, or other work trails to control erosion.

2.14 Culvert Installation.

- 2.14.1 If the project is located in a moderate to very high Fire Hazard Severity Zone as designated by CAL FIRE, culvert materials should consist of corrugated metal pipe (CMP). Use of High-Density Polyethylene (HDPE) pipe is not recommended.
- 2.14.2 Existing fill material in the crossing shall be excavated down vertically to the approximate original channel and outwards horizontally to the approximate crossing hinge points (transition between naturally occurring soil and remnant temporary crossing fill material) to remove any potential unstable debris and voids in the older fill prism.
- 2.14.3 Culvert shall be installed to grade (not perched or suspended), aligned with the natural stream channel, and extend lengthwise completely beyond the toe of fill. If culvert cannot be set to grade, it shall be oriented in the lower third of the fill face, and a downspout or appropriately-sized energy dissipator (e.g., boulders, riprap, or rocks) shall be installed above or below the outfall as needed to effectively prevent stream bed, channel, or bank erosion (scouring, headcutting, or downcutting). The Permittee shall ensure basins are not constructed, and channels shall not be widened at culvert inlets.
- 2.14.4 Culvert bed shall be composed of either compacted rock-free soil or crushed gravel. Bedding beneath the culvert shall provide for even distribution of the load over the length of the culvert and allow for natural settling and compaction to help the culvert seat into a straight profile. The crossing backfill materials shall be free of rocks, limbs, or other debris that could allow water to seep around the culvert and shall be compacted.
- 2.14.5 Culvert inlet/outlet (including the outfall area) and fill faces shall be armored where stream flow, road runoff, or rainfall energy is likely to erode fill material and the outfall area.
- 2.14.6 Permanent culverts shall be sized to accommodate the estimated 100-year flood flow (i.e., ≥ 1.0 times the width of the bankfull channel width or the 100-year flood size, whichever is greater), including debris, culvert embedding, and sediment loads.

2.15 Crossing Maintenance

- 2.15.1 The placement of armoring shall be confined to the work period when the stream is dry or at its lowest flow.
- 2.15.2 No heavy equipment shall enter the wetted stream channel.

2.15.3 No fill material, other than clean (washed) rock, shall be placed in the stream channel. Rock shall be sized to withstand washout from high stream flows and extend above the ordinary high-water level. Rock armoring shall not constrict the natural stream channel width and shall be keyed into a footing trench with a depth sufficient to prevent instability.

2.16 Road Approaches. The Permittee shall treat road approaches to new or re-constructed permanent stream crossings to minimize erosion and sediment delivery to the stream. Permittee shall ensure road approaches are hydrologically disconnected to the maximum extent feasible to prevent sediment from entering the stream crossing site, including when a stream crossing is being constructed or reconstructed. Road approaches shall be armored from the stream crossing to the nearest effective water bar or point where road drainage does not drain to the stream crossing, with durable rock.

Erosion Control and Pollution

2.17 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff could enter a stream, lake, or wetland (i.e., Waters of the State).

2.18 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the work area. Permittee shall utilize vegetative (e.g., plant seed) or other non-vegetative methods such as jute mat, coir mat, wood chip mat, straw mat/wattle, straw mulch, native duff (leaves, needles, fine twigs, etc.), or lopped native slash to protect and stabilize soils. Straw mulching shall utilize at least 2 to 4 inches of clean, weed-free, straw (such as rice or barley). Seeding shall use regional native seed or non-native seed that is known not to persist or spread [e.g., barley (*Hordeum vulgare*), or wheat (*Triticum aestivum*)]. No known invasive grass seed such as annual or perennial ryegrass (*Lolium multiflorum* or *L. perenne*, which are now referred to as *Festuca perennis*), shall be used.

2.19 Erosion and Sediment Barriers. Permittee shall monitor and maintain all erosion and sediment barriers in good operating condition throughout the work period and the following rainy season, defined herein to mean **October 31 through June 1**. Maintenance includes, but is not limited to, removal of accumulated sediment and/or replacement of damaged sediment fencing, coir logs, coir rolls, and/or straw bale barriers. If the sediment barrier fails to function as designed, Permittee shall employ corrective measures, and notify CDFW immediately.

2.20 Prohibition on Use of Monofilament Netting. To minimize the risk of ensnaring and strangling wildlife, Permittee shall not use any erosion control materials that contain synthetic (e.g., plastic or nylon) monofilament netting, including photo- or biodegradable plastic netting. Geotextiles, fiber rolls, and other erosion control

measures shall be made of loose-weave mesh, such as jute, hemp, coconut (coir) fiber, or other products without welded weaves.

- 2.21 Site Maintenance. Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and stream banks remain sufficiently stable.
- 2.22 Cover Spoil Piles. Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas to prevent sediment from eroding into a stream, lake, or wetland (i.e., Waters of the State). Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or wetland (i.e., Waters of the State).
- 2.23 No Dumping. Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or wetland (i.e., Waters of the State) any material deleterious to fish and wildlife, or abandon, dispose of, or throw away within 150 feet of a stream, lake, or wetland (i.e., Waters of the State) any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird.

3. Reporting Measures

Permittee shall meet each reporting requirement described below. All reports shall be submitted by e-mail to CDFW at R1LSAEureka@wildlife.ca.gov.

- 3.1 Notice of Work Initiation. The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement (Measure 1.7). Information to be disclosed shall include Agreement number, and the anticipated start date.
- 3.2 Notice of Work Completion. The proposed work **shall be completed prior to the expiration of this Agreement's term**. A notice of completed work (Measure 2.4) shall be submitted to CDFW **within seven (7) days** of work completion. Information to be provided shall include Agreement number, upstream and downstream photos of the work site (taken during and after construction) labeled with the project ID, and a brief description of the work completed.

CONTACT INFORMATION

Written communication the Permittee or CDFW submits to the other shall be delivered to the address below unless the Permittee or CDFW specifies otherwise.

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To Permittee:

Mackenzie Shults
4300 Young Creek Rd
Ukiah, California 95482
716-450-2589
mackenzie@dancingdogcan.com

To CDFW:

Department of Fish and Wildlife
Northern Region
619 2nd Street
Eureka, California 95501
R1LSAEureka@wildlife.ca.gov
jessica.ryan@wildlife.ca.gov
Attn: Lake and Streambed Alteration Program
Notification No. EPIMS-MEN-54742-R1C

LIABILITY

The Permittee shall be solely liable for any violation of the Agreement, whether committed by the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of or require the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide the Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

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ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against the Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

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unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), the Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, the Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after the Permittee signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of the Permittee, the signatory hereby acknowledges that he or she is doing so on the Permittee's behalf and represents and warrants that he or she has the authority to legally bind the Permittee to the provisions herein.

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AUTHORIZATION

This Agreement authorizes only the project described herein. If the Permittee begins or completes a project different from the project the Agreement authorizes, the Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.